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JAN 30 1971

SUPPLEMENTAL AGREEMENT

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This Supplemental Agreement of 29th January 1971, to Lease No. 1-558 dated ANNUAL, 1970, by and between COMMERCIAL CREDIT INDUSTRIAL CORP., a Delaware corporation, with an office at 300 St. Paul Place, Baltimore, Maryland, hereinafter called "Lessor", and PUBLICKER INDUSTRIES, INC., a Pennsylvania corporation, with its principal place of business at 1429 Walnut Street, Philadelphia, Pennsylvania, hereinafter called "Lessee",

W I T N E S S E T H   T H A T:

WHEREAS, Lessor did, by said Lease, lease to Lessee the five railroad tank cars owned by it and described in Schedule 1 attached thereto, and

WHEREAS, by Paragraphs 6 and 7 of said Lease, Lessee assumes all risks of, and liability for, loss or damage of said tank cars and agrees to maintain and repair the same during the term thereof, and

WHEREAS, in the conduct of its business, Lessee uses said cars as a shipper by rail, and

WHEREAS, railroad companies utilized by Lessee will pay to shippers who furnish tank cars, certain mileage allowances if said cars are properly identified by reporting marks and numbers, and

WHEREAS, in order that appropriate reporting marks and numbers be assigned for use on said cars, it is necessary that Lessor, as owner of said cars, enter certain agreements binding it to pay bills for repairs to them and to undertake certain other obligations with respect thereto.

NOW, THEREFORE, it hereby is agreed by and between Lessor and Lessee that:

1. Lessor has taken, or will take the steps necessary under the appropriate Railroad Mileage Tariffs and Rules of the Association of American Railroads to obtain the assignment, for use on said tank cars, of reporting marks and car number PUBX 153 through PUBX 158.

2. Lessee will stencil or paint on the bodies of the ~~five~~ six <sup>983</sup> tank cars manufactured by North American Corporation

Class ~~100~~ DOT 111A - 100W tank cars, respectively, the reporting marks PUBX 153, PUBX 154, PUBX 155, PUBX 156 and PUBX 157 PUBX 158, and will maintain the said reporting marks stencilled or painted thereon during the term of said Lease.

3. Lessee will pay promptly when billed, and will relieve Lessor of any obligation with respect thereto, all bills or claims on account of any excess mileage balances and unsettled car repair bills outstanding and unsettled on the date of transfer from the manufacturer to the Lessor.

4. Lessee, with respect to said cars, hereby adopts and agrees to abide by the Code of Rules governing the condition of, repairs to and settlements for freight cars for the interchange of traffic, as formulated and promulgated by the former Master Car Builders' Association and by the Association of American Railroads, or by either of them, (which rules are commonly known as "Interchange Rules"), and to abide by all decisions and interpretations of the Arbitration Committee provided for by said Code of Rules, until Lessor has terminated his subscription to the Association of American Railroads' Interchange Agreement by three months' notice in writing, filed with the Secretary of said Railroad Association.

5. Lessee will pay promptly when billed, and will relieve Lessor of any obligation with respect thereto, all bills or claims resulting from equalization of loaded and empty mileage incurred on account of Lessee's use of said cars, and bills for repairs or equipage of said cars ordered under said Interchange Rules.

6. Lessee, with respect to said cars and for the duration of said Lease, hereby agrees to be bound by the provisions of the Code of Per Diem Rules - Freight: Governing Settlement for the Use of Railroad Owned Freight Cars Between all Common Carrier Railroads, as now in effect or as hereafter amended, as published quarterly in the Official Railway Equipment Register, The Railway Equipment and Publication Company, Agent (E.J. McFarland, Issuing Officer, 424 W. 33rd Street, New York 1, New York).

7. Lessee, for the duration of said Lease, will publish the marked capacities and assigned reporting marks of said cars and all other information required by the appropriate Railroad Mileage Tariffs, in the Official Railway Equipment Register, the Railway Equipment and Publication Company, Agent (E. J. McFarland, Issuing Officer, 424 W. 33rd Street, New York 1, New York) and gallonage capacities as required by said Tariffs in Western Trunk Lines Tank Car Capacities Tariff 300-1 Series, (Fred Ofcky, Tariff Publishing Officer, 516 W. Jackson Boulevard, Chicago 6, Illinois).

8. Lessee, in the aforesaid publications, may designate such home points for said cars as to it seem proper and may designate the person and address to whom reports of movement, mileage, damage or destruction of said cars, requisitions for material, bills for car repairs, and mileage equalization statements and bills, are to be sent.

9. Lessee, in the aforesaid publications, will direct that all mileage allowances payable under appropriate Railway Mileage Tariffs on account of movement of said cars, be paid and sent to

"Commercial Credit Industrial Corp. (Owner Non-Shipper), c/o Publicker Industries, Inc., 1429 Walnut Street, Philadelphia 2, Pennsylvania - Attention: E. F. Kane, Assistant General Traffic Manager".

10. Lessee will save Lessor harmless from any loss or injury occasioned by, and will defend Lessor against any claims on account of, a failure to perform any of the obligations and commitments of Lessor to the Association of American Railroads undertaken by it for the purpose of obtaining the assignment of the above reporting marks for use on said cars.

11. At the termination of said Lease, Lessee will take whatever steps are necessary or appropriate, as determined by the Association of American Railroads, for the termination of Lessor's responsibility under said obligations and commitments.

12. The definitions of the terms: "mileage allowance", "mileage balance", "mileage equalizations", "loaded and empty car mileage", "home points", and "reporting marks" used herein, shall be those set forth in Mileage Tariff 7-R, as supplemented, issued by E. B. Maurer, Agent, 22 W. Madison Street, Chicago 2, Illinois.

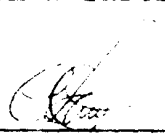
IN WITNESS WHEREOF, Lessor and Lessee have executed this Supplemental Agreement as of the date first above written.

ATTEST:

PUBLICCKER INDUSTRIES, INC.



By



President

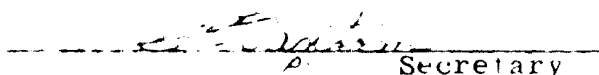
Gerald A. Tallman

Asst. Secretary

Accepted by Lessor

ATTEST:

COMMERCIAL CREDIT INDUSTRIAL CORP.



By



Vice-President

Secretary

STATE OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF PHILADELPHIA )

I, Betty Mader, a Notary Public in and for the County and State aforesaid, duly commissioned, and acting, do hereby certify that on this 29th day of January, 1971, personally appeared before me A. E. Lang, to me personally well known and known to me to be the person who signed the above Lease, and known to me to be who, being by me duly sworn and being informed of the contents of said Lease, stated and acknowledged to me on oath that he was President (Title) of PUBLICCKER INDUSTRIES, INC., the Corporation named in and which executed said Lease as Lessee, and that he knows the corporate seal of said Corporation, and that the seal affixed to said Lease is the corporate seal of said Corporation, that he was duly authorized to execute said Lease for, in the name of, and on behalf of said Corporation, and that same was signed, sealed, executed and delivered by him in the name of and on behalf of the said Corporation by the authority of its Board of Directors and that the execution of said Lease was his free and voluntary act and deed in his said capacity, and acknowledged to me that said Corporation executed the same as its voluntary act and deed and was by him voluntarily executed on behalf of said Corporation for the uses, purposes and considerations therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

My Commission Expires:

January 18, 1973

Betty Mader  
Notary Public

STATE OF MARYLAND )  
 ) SS.  
CITY OF BALTIMORE )

I, Raymond G. Collier, a Notary Public in and for the City and State aforesaid, duly commissioned and acting, do hereby certify that on this 25 day of MAY, 1971, personally appeared before me O. G. BURETT, to me personally well known and known to me to be the person who signed the Lease to which this acknowledgement is attached, and known to me to be and who, being by me duly sworn and being informed of the contents of said Lease, stated and acknowledged to me on oath that he was Vice President (Title) of COMMERCIAL CREDIT INDUSTRIAL CORP., the Corporation named in and which executed said Lease as Lessor, and that he knows the corporate seal of said Corporation, and that the seal affixed to said Lease is the corporate seal of said Corporation, that he was duly authorized to execute said Lease for, in the name of, and on behalf of said Corporation, and that same was signed, sealed, executed and delivered by him in the name of and on behalf of the said Corporation by authority of its Board of Directors and that the execution of said Lease was his free and voluntary act and deed in his said capacity, and acknowledged to me that said Corporation executed the same as its voluntary act and deed and was by him voluntarily executed, on behalf of said Corporation for the uses, purposes and considerations therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

My Commission Expires:

7-1-74

Raymond G. Collier  
Notary Public